#### Richard M. Weaver & Associates

5601 Airport Freeway Fort Worth, TX 76117

Bar Number: 21010820 Phone: (817) 222-1108

# IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

Debtor(s)

# DEBTOR'S(S') CHAPTER 13 PLAN (CONTAINING A MOTION FOR VALUATION)

#### **DISCLOSURES**

☑ This Plan does not contain any Nonstandard Provisions.
 ☐ This Plan contains Nonstandard Provisions listed in Section III.
 ☐ This Plan does not limit the amount of a secured claim based on a valuation of the Collateral for the claim.
 ☑ This Plan does limit the amount of a secured claim based on a valuation of the Collateral for the claim.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

Page 1

 Plan Payment:
 \$4,300.00
 Value of Non-exempt property per § 1325(a)(4):
 \$0.00

 Plan Term:
 60 months
 Monthly Disposable Income per § 1325(b)(2):
 \$480.54

 Plan Base:
 \$258,000.00
 Monthly Disposable Income x ACP ("UCP"):
 \$28,832.40

Applicable Commitment Period: 60 months

This Plan does not avoid a security interest or lien.

Case 18-45078-mxm13 Doc 11 Filed 01/11/19 Entered 01/11/19 12:45:03 Page 2 of 21

Case No: 18-45078-13

A. PLAN PAYMENTS:

Debtor(s): Erika Antoinette Kennedy

\_\_\_\_\_

#### **MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

# SECTION I DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS FORM REVISED 7/1/17

	<b>\$4,300.00</b> per month, months1 to	60					
	For a total of (estimated "Base	se Amount").					
	First payment is due1/27/2019						
	The applicable commitment period ("ACP") is	60 months.					
	Monthly Disposable Income ("DI") calculated by I	Debtor(s) per § 1325(b	o)(2) is:	<b>\$480.54</b> .			
	The Unsecured Creditors' Pool ("UCP"), which is \$28,832.40 .	DI x ACP, as estimate	ed by the D	ebtor(s), shall be no less tha	n:		
	Debtor's(s') equity in non-exempt property, as est	timated by <i>Debtor(s)</i> p	oer § 1325(	a)(4), shall be no less than:			
в. <u>s</u> т	ATUTORY, ADMINISTRATIVE AND DSO CLAIM	<u>S:</u>					
1.	<u>CLERK'S FILING FEE:</u> Total filing fees paid thr prior to disbursements to any other creditor.	rough the <i>Plan</i> , if any,	are	\$0.00 and shall be pa	aid in full		
2.	STATUTORY TRUSTEE'S PERCENTAGE FEEd noticing fees shall be paid first out of each receip amended) and 28 U.S.C. § 586(e)(1) and (2).			- · · · · · · · · · · · · · · · · · · ·	-		
3.	3. <u>DOMESTIC SUPPORT OBLIGATIONS:</u> The <i>Debtor</i> is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:						
	DSO CLAIMANTS	SCHED. AMOUNT	<u>%</u>	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT \$ PER MO.		
Attorne	ey General/Child Support Division	\$2,550.00		Direct Pay			
Marcu	s Sallis	\$0.00		Direct Pay			
C. <u>AT</u>	C. ATTORNEY FEES: To Richard M. Weaver & Associates , total: \$3,700.00 ;  \$1,550.00 Pre-petition; \$2,150.00 disbursed by the Trustee.						

Case No: 18-45078-13

Debtor(s): Erika Antoinette Kennedy

Freedom Mortgage Corporation Homestead	\$18,981.00	6/1/18-12/1/18	0.00%	Month(s) 1-42	Pro-Rata
MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS TO )	TREATMENT

#### D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
Freedom Mortgage Corporation Homestead	59 month(s)	\$3,109.65	3/1/19

#### D.(3) POST-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT
Freedom Mortgage Corporation Homestead	\$6,219.30	1/1/19-2/1/19	0.00%	Month(s) 1-42	Pro-Rata

# E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:

Α.

Household Goods	* 1,000	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	- 7-7-		
Conn's HomePlus	\$1,661.00	\$500.00	0.00%		Pro-Rata
Conn's HomePlus Household Goods	\$2,031.00	\$1,000.00	0.00%		Pro-Rata
CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
В.					
COLLATERAL				(MONTHS TO)	Per Mo.
CREDITOR /	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE)	IREAIMENI

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

### E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

Α.

Λ.				
CREDITOR /	SCHED. AMT.	%	TERM (APPROXIMATE)	TREATMENT
COLLATERAL			(MONTHS TO)	Per Mo.

Case No: 18-45078-13

Debtor(s): Erika Antoinette Kennedy

В.			
CREDITOR / COLLATERAL	SCHED. AMT.	%	TREATMENT Pro-rata
Preston Village HOA HOA	\$5,657.50	0.00%	Pro-Rata

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

#### F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

CREDITOR /	SCHED. AMT.	VALUE	TREATMENT
COLLATERAL			

Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this Plan shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the Debtor(s).

#### G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

CREDITOR	COLLATERAL	SCHED. AMT.
Global Mex Trading LLC	2015 Mercedes C300	\$5,000.00
SNAP RTO LLC	Blue Chair	\$1,000.00

#### H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE)	TREATMENT
		(MONTHS TO)	

#### I. SPECIAL CLASS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS TO )	TREATMENT
MOHELA/Debt of Ed	\$5,325.00	Direct Pay	
MOHELA/Debt of Ed	\$2,612.00	Direct Pay	
Nelnet Loans	\$1,790.00	Direct Pay	
Nelnet Loans	\$846.00	Direct Pay	
Nelnet Loans	\$812.00	Direct Pay	
Nelnet Loans	\$192.00	Direct Pay	

Case 18-45078-mxm13 Doc 11 Filed 01/11/19 Entered 01/11/19 12:45:03 Page 5 of 21

Case I	NI ~ .	18-450 <sup>°</sup>	70 10

Debtor(s): Erika Antoinette Kennedy

JUSTIFICATION:				
	 	·		

#### J. UNSECURED CREDITORS:

CREDITOR         SCHED. AMT.         COMMENT           Capit Partners LIc         \$51.00           Capital One         \$1,186.00           Capital One         \$734.00           Chase Auto Finance         \$500.00           Citibank/Shell Oil         \$871.00           Comenity Bank/Victoria Secret         \$814.00           Conn's HomePlus         \$1,031.00         Unsecured portion of the secured debt (Bifurcated)           Conn's HomePlus         \$1,161.00         Unsecured portion of the secured debt (Bifurcated)           Crescent Bank & Trust, Inc.         \$500.00         Unsecured portion of the secured debt (Bifurcated)           Fingerhut         \$1,611.00         \$500.00         \$500.00           First Premier Bank         \$528.00         \$725.00         \$725.00           Synchrony Bank/Care Credit         \$725.00         \$564.00         \$64.00           United Revenue Corp         \$382.00         \$382.00           TOTAL SCHEDULED UNSECURED:         \$13,661.00			
Capital One \$1,186.00 Capital One \$734.00 Chase Auto Finance \$500.00 Citibank/Shell Oil \$871.00 Comenity Bank/Victoria Secret \$814.00 Conn's HomePlus \$1,031.00 Unsecured portion of the secured debt (Bifurcated) Conn's HomePlus \$1,161.00 Unsecured portion of the secured debt (Bifurcated) Crescent Bank & Trust, Inc. \$500.00 Fingerhut \$1,611.00 First Premier Bank \$528.00 Synchrony Bank/Care Credit \$725.00 Synchrony Bank/TJX \$3,003.00 United Revenue Corp \$564.00 United Revenue Corp \$382.00	CREDITOR	SCHED. AMT.	COMMENT
Capital One \$734.00 Chase Auto Finance \$500.00 Citibank/Shell Oil \$871.00 Comenity Bank/Victoria Secret \$814.00 Conn's HomePlus \$1,031.00 Crescent Bank & Trust, Inc. \$500.00 Fingerhut \$1,611.00 First Premier Bank \$528.00 Synchrony Bank/Care Credit \$725.00 Synchrony Bank/TJX \$3,003.00 United Revenue Corp \$382.00	Capio Partners Llc	\$51.00	•
Chase Auto Finance \$500.00 Citibank/Shell Oil \$871.00 Comenity Bank/Victoria Secret \$814.00 Conn's HomePlus \$1,031.00 Unsecured portion of the secured debt (Bifurcated) Conn's HomePlus \$1,161.00 Unsecured portion of the secured debt (Bifurcated) Crescent Bank & Trust, Inc. \$500.00 Fingerhut \$1,611.00 First Premier Bank \$528.00 Synchrony Bank/Care Credit \$725.00 Synchrony Bank/TJX \$3,003.00 United Revenue Corp \$564.00 United Revenue Corp \$382.00	Capital One	\$1,186.00	
Citibank/Shell Oil \$871.00 Comenity Bank/Victoria Secret \$814.00 Conn's HomePlus \$1,031.00 Unsecured portion of the secured debt (Bifurcated) Conn's HomePlus \$1,161.00 Unsecured portion of the secured debt (Bifurcated) Crescent Bank & Trust, Inc. \$500.00 Fingerhut \$1,611.00 First Premier Bank \$528.00 Synchrony Bank/Care Credit \$725.00 Synchrony Bank/TJX \$3,003.00 United Revenue Corp \$564.00 United Revenue Corp \$382.00	Capital One	\$734.00	
Comenity Bank/Victoria Secret  \$814.00  Conn's HomePlus  \$1,031.00  Unsecured portion of the secured debt (Bifurcated)  Conn's HomePlus  \$1,161.00  Unsecured portion of the secured debt (Bifurcated)  Unsecured portion of the secured debt (Bifurcated)  \$500.00  Fingerhut  \$1,611.00  First Premier Bank  \$528.00  Synchrony Bank/Care Credit  \$725.00  Synchrony Bank/TJX  \$3,003.00  United Revenue Corp  \$382.00  United Revenue Corp  \$382.00	Chase Auto Finance	\$500.00	
Conn's HomePlus \$1,031.00 Unsecured portion of the secured debt (Bifurcated) Conn's HomePlus \$1,161.00 Unsecured portion of the secured debt (Bifurcated) Crescent Bank & Trust, Inc. \$500.00 Fingerhut \$1,611.00 First Premier Bank \$528.00 Synchrony Bank/Care Credit \$725.00 Synchrony Bank/TJX \$3,003.00 United Revenue Corp \$564.00 United Revenue Corp \$382.00	Citibank/Shell Oil	\$871.00	
Conn's HomePlus \$1,161.00 Unsecured portion of the secured debt (Bifurcated)  Crescent Bank & Trust, Inc. \$500.00  Fingerhut \$1,611.00  First Premier Bank \$528.00  Synchrony Bank/Care Credit \$725.00  Synchrony Bank/TJX \$3,003.00  United Revenue Corp \$564.00  United Revenue Corp \$382.00	Comenity Bank/Victoria Secret	\$814.00	
Crescent Bank & Trust, Inc. \$500.00 Fingerhut \$1,611.00 First Premier Bank \$528.00 Synchrony Bank/Care Credit \$725.00 Synchrony Bank/TJX \$3,003.00 United Revenue Corp \$564.00 United Revenue Corp \$382.00	Conn's HomePlus	\$1,031.00	Unsecured portion of the secured debt (Bifurcated)
Fingerhut \$1,611.00  First Premier Bank \$528.00  Synchrony Bank/Care Credit \$725.00  Synchrony Bank/TJX \$3,003.00  United Revenue Corp \$564.00  United Revenue Corp \$382.00	Conn's HomePlus	\$1,161.00	Unsecured portion of the secured debt (Bifurcated)
First Premier Bank \$528.00 Synchrony Bank/Care Credit \$725.00 Synchrony Bank/TJX \$3,003.00 United Revenue Corp \$564.00 United Revenue Corp \$382.00	Crescent Bank & Trust, Inc.	\$500.00	
Synchrony Bank/Care Credit \$725.00 Synchrony Bank/TJX \$3,003.00 United Revenue Corp \$564.00 United Revenue Corp \$382.00	Fingerhut	\$1,611.00	
Synchrony Bank/TJX \$3,003.00 United Revenue Corp \$564.00 United Revenue Corp \$382.00	First Premier Bank	\$528.00	
United Revenue Corp \$564.00 United Revenue Corp \$382.00	Synchrony Bank/Care Credit	\$725.00	
United Revenue Corp \$382.00	Synchrony Bank/TJX	\$3,003.00	
	United Revenue Corp	\$564.00	
TOTAL SCHEDULED UNSECURED: \$13,661.00	United Revenue Corp	\$382.00	
	TOTAL SCHEDULED UNSECURED:	\$13,661.00	

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

#### K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

SNAP RTO LLC		Assumed	\$0.00		
§ 3	365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT

# SECTION II DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS FORM REVISED 7/1/17

#### A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the Base Amount.

# B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

#### C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

Case 18-45078-mxm13 Doc 11 Filed 01/11/19 Entered 01/11/19 12:45:03 Page 6 of 21

Case No: 18-45078-13

Debtor(s): Erika Antoinette Kennedy

#### D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

#### D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the Trustee as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The Current Post-Petition Mortgage Payment(s) indicated in Section I, Part D.(2) reflects what the Debtor(s) believe(s) is/are the periodic payment amounts owed to the Mortgage Lender as of the date of the filing of this Plan. Adjustment of the Plan Payment and Base Amount shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a Conduit Debtor is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

#### D.(3) POST-PETITION MORTGAGE ARREARAGE:

The Post-Petition Mortgage Arrearage shall be paid by the Trustee in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

#### E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(I) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

#### E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

Case No: 18-45078-13

Debtor(s): Erika Antoinette Kennedy

#### F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

#### G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

#### H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

#### I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

#### J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

#### K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the Trustee as indicated in Section I, Part K.

#### L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

#### M. ADDITIONAL PLAN PROVISIONS:

Any additional Plan provisions shall be set out in Section III, "Nonstandard Provisions."

#### N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

#### O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

Case 18-45078-mxm13 Doc 11 Filed 01/11/19 Entered 01/11/19 12:45:03 Page 8 of 21

Case No: 18-45078-13

Debtor(s): Erika Antoinette Kennedy

# P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

#### Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

#### **R. BUSINESS CASE OPERATING REPORTS:**

Upon the filing of the *Trustee*'s 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee*'s 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee*'s duties but not the *Trustee*'s right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

# S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

# T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by Debtor(s), prior to discharge, without consent of the Trustee or order of the Court after notice to the Trustee and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the Case post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the *Case*, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

#### **U. ORDER OF PAYMENT:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

#### Case 18-45078-mxm13 Doc 11 Filed 01/11/19 Entered 01/11/19 12:45:03 Page 9 of 21

Case No: 18-45078-13

Debtor(s): Erika Antoinette Kennedy

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a Notice of Fees, Expenses and Charges, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

#### V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, Debtor(s) will modify this Plan.

#### W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

Case No: 18-45078-13

Debtor(s): Erika Antoinette Kennedy

# SECTION III NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

#### None.

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

/s/ Richard Weaver	
Richard Weaver, Debtor's(s') Attorney	Debtor (if unrepresented by an attorney)
Debtor's(s') Chapter 13 Plan (Containing a Motion for V	/aluation) is respectfully submitted.
/s/ Richard Weaver	21010820
Richard Weaver, Debtor's(s') Counsel	State Bar Number
/s/ Erika Antoinette Kennedy	

Case 18-45078-mxm13 Doc 11 Filed 01/11/19 Entered 01/11/19 12:45:03 Page 11 of 21

Case No: 18-45078-13

Debtor(s): Erika Antoinette Kennedy

#### **CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the \_\_\_\_11th day of January, 2019 \_\_\_:

(List each party served, specifying the name and address of each party)

Dated: <b>January 11, 2019</b>	/s/ Richard Weaver	toda(a)) Quanta
3439 Mcfarlin Units LLC 920 E Park Blvd #210 Plano, TX 75074	Richard Weaver, Deb Care Credit PO Box 276 Mailcode OH 3-425 Dayton, OH 45401-0276	Conn's HomePlus xxxxx1130 Attn: Bankruptcy PO Box 2358 Beaumont, TX 77704
Attorney General of Texas Bankruptcy Section 400 S Zang Blvd Ste 500 Dallas, TX 75208-6640	Chase Auto Finance xxxxxxxx7232 National Bankruptcy Dept 201 N Central Ave MS AZ1-1191 Phoenix, AZ 85004	Crescent Bank & Trust, Inc. xxxxx2699 Attn: Bankruptcy PO Box 61813 New Orleans, LA 70161
Attorney General/Child Support Division xxxx6525 Attn: Bankruptcy PO Box 12017 Austin, TX 78711	Citibank/Shell Oil xxx8723 Centralized Bankruptcy PO Box 790034 St Louis, MO 63179	Dept of Ed/Aspire Resourses Inc xxxxxxxxxxxxx0001 Attn: Bankruptcy PO Box 659705 West Des Moines, IA 50265
Capio Partners Llc xxxx0245 ATTN: Bankruptcy PO Box 3498 Sherman, TX 75091	Codilis & Stawlarski PC 650 N. Sam Houston Pkwy. East Ste 450 Houston, TX 77060	Erika Antoinette Kennedy 3104 Bloomfield Court Plano, TX 75093
Capital One xxxxxxxxxxxx2096 Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130	Comenity Bank/Victoria Secret xxxxxxxxxxxx6086 Attn: Bankruptcy Dept PO Box 182125 Columbus, OH 45318	FHA Single Family Loan Mtg - US Dept of Housing & Urban HUD 801 Cherry St Unit 45 Fort Worth, TX 76102-6882
Capital One xxxxxxxxxxxxx5111 Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130	Conn's HomePlus xxxxx1131 Attn: Bankruptcy PO Box 2358 Beaumont, TX 77704	Fingerhut xxxxxxxxxxxxx9076 Attn: Bankruptcy PO Box 1250 Saint Cloud, MN 56395

## Case 18-45078-mxm13 Doc 11 Filed 01/11/19 Entered 01/11/19 12:45:03 Page 12 of 21

Case No: 18-45078-13

Debtor(s): Erika Antoinette Kennedy

Progressive Leasing 256 West Data Drive

Draper, UT 84020

7518 Ferguson Rd

Plano, TX 75074

1760 W 2100 S#26561

Salt Lake City, UT 84199

Salt Lake City, UT 84126

xxxxxx0143

First Premier Bank MOHELA/Debt of Ed xxxxxxxxxxx7546 xxxxxxxxxxx0001
Attn: Bankruptcy Attn: Bankruptcy PO Box 5524 633 Spirit Dr

Sioux Falls, SD 57117 Chesterfield, MO 63005

Freedom Mortgage Corporation Nelnet Loans Resource One Credit Union

xxxxxx2355 xxxxxxxxx7874
Attn: Bankruptcy Attn: Claims
PO Box 50428 PO Box 82505
Indianapolis, IN 46250 Lincoln, NE 6850

PO Box 50428 PO Box 82505 Attn: Bankruptcy Dept/ Sidney Burkins Indianapolis, IN 46250 Lincoln, NE 68501 Dallas, TX 75228

Global Mex Trading LLC Nelnet Loans Shelia Page
11520 N Central Expressway Ste 221 xxxxxxxxxx7974 920 E Park Blvd #210

Dallas, TX 75243 Attn: Claims
PO Box 82505
Lincoln, NE 68501

IRS Nelnet Loans Snap Finance

Centralized Insolvency Operations xxxxxxxxxx8074
PO Box 7346 Attn: Claims
Philadelphia, PA 19101-7346 PO Box 82505

uladelphia, PA 19101-7346 PO Box 82505 Lincoln, NE 68501

IRS- Special Procedures Staff Nelnet Loans SNAP RTO LLC
Bankruptcy: Mail Code 502DAL xxxxxxxxxxx8174 PO Box 26561

1100 Commerce Street RM 9a20 Attn: Claims
Dallas, TX 75242 PO Box 82505
Lincoln, NE 68501

Ksa Servicing NTTA Stephanie Mullinax xxxxxxxxxx0401 Violation Processing Center 1400 FM 424 #124 Attn: Bankruptcy Dept PO Box 260928 Crossroads, TX 76227

PO Box 90759 Plano, TX 75026-0928 Raleigh, NC 27675

Marcus Sallis Pam Bassel Synchrony Bank/Care Credit 711 Colten James Lane 7001 Blvd. 26 xxxxxxxxxxx2375

Dallas, TX 75204 North Richland Hills, TX 76180 Attn: Bankruptcy Dept

PO Box 965061 Orlando, FL 32896

MOHELA/Debt of Ed Preston Village HOA Synchrony Bank/TJX xxxxxxxxxxxxxx0002 xxxxx0314 xxxxxxxxxxxx4652
Attn: Bankruptcy 1800 Preston Park Blvd Ste 101 Attn: Bankruptcy Dept

633 Spirit Dr Plano, TX 75093 PO Box 965060 Chesterfield, MO 63005 Orlando, FL 32896

Page 12

### 

Case No: 18-45078-13

Debtor(s): Erika Antoinette Kennedy

United Revenue Corp xxx1868 204 Billings St Suite 120 Arlington, TX 76010

United Revenue Corp xxx6064 204 Billings St Suite 120 Arlington, TX 76010

US Dept of Education xxxxxxxxxxx1174 Attn: Bankruptcy PO Box 16448 Saint Paul, MN 55116

US Dept. of Hud - Title 1 52 Corporate Circle Albany, NY 12203-5121

Usaa Federal Savings Bank xxxxxxxxxxxx8330 Attn: Bankruptcy 10750 McDermott Freeway San Antonio, TX 78288

Veterans Adm. Dept of Veteran's Affairs Regional Office Finance Sec. (24) One Veterans Plaza 701 Clay Avenue Waco, TX 76799-0001

Victoria Secret PO Box 659728 San Antonio, Texas 78265-9728

# Case 18-45078-mxm13 Doc 11 Filed 01/11/19 Entered 01/11/19 12:45:03 Page 14 of 21

Richard M. Weaver & Associates

5601 Airport Freeway Fort Worth, TX 76117

Bar Number: **21010820** Phone: **(817) 222-1108** 

#### IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

Revised 10/1/2016

IN RE: Erika Antoinette Kennedy

3104 Bloomfield Court Plano, TX 75093 xxx-xx-8270

CASE NO: 18-45078-13

9 9 9

§

§

Debtor(s)

## **AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS** DATED: 1/11/2019

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount		\$4,300.00
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$429.50	\$430.00
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$52.50	\$0.00
Subtotal Expenses/Fees	\$487.00	\$430.00
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	\$3,813.00	\$3,870.00

### **CREDITORS SECURED BY VEHICLES (CAR CREDITORS):**

Г					Adequate	Adequate
			Scheduled	Value of	Protection	Protection
L	Name	Collateral	Amount	Collateral	Percentage	Payment Amount

Total Adequate Protection Payments for Creditors Secured by Vehicles:

**CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):** 

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
Hamo	Odilatoral	Olari Balo	7 (1110 (111)	Odilatoral	r dyffiont / tiflodift
Freedom Mortgage Corporation	Homestead	3/1/19	\$372,800.00	\$378,718.00	\$3,109.65

Payments for Current Post-Petition Mortgage Payments (Conduit):

\$3,109.65

\$0.00

Case No: 18-45078-13

Debtor(s): Erika Antoinette Kennedy

#### CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:

				Adequate	Adequate
		Scheduled	Value of	Protection	Protection
Name	Collateral	Amount	Collateral	Percentage	Payment Amount
					•

Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle:

\$0.00

#### **TOTAL PRE-CONFIRMATION PAYMENTS**

# First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$0.00
Debtor's Attorney, per mo:	\$2,150.00
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$0.00

# Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$3,109.65
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$0.00
Debtor's Attorney, per mo:	\$0.00
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$0.00

#### Order of Payment:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 1/11/2019	
/s/ Richard Weaver	
Attorney for Debtor(s)	
/s/ Erika Antoinette Kennedy	
Debtor	_

IN RE:	Erika Antoinette Kennedy		CASE NO.	18-45078-13
Debtor		•		
			CHAPTER	13
	Joint Deb	otor		
		CERTIFICATE OF SERV	ICE	
attachmen	• • • • •	on January 11, 2019, a copy of th interest listed below, by placing ocal Rule 9013 (g).	•	
	Richard \ Bar ID:2' Richard I 5601 Airp	1010820 M. Weaver & Associates port Freeway th, TX 76117		-
	arlin Units LLC k Blvd #210 75074	Capital One xxxxxxxxxxxx2096 Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130	xx: Ce PC	ibank/Shell Oil x8723 entralized Bankruptcy ) Box 790034 Louis, MO 63179
Bankruptc 400 S Zan	General of Texas y Section ng Blvd Ste 500 (75208-6640	Capital One xxxxxxxxxxxx5111 Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130	65 45	odilis & Stawlarski PC 0 N. Sam Houston Pkwy. East Ste 0 ouston, TX 77060
Attorney G xxxx6525 Attn: Bank PO Box 12 Austin, TX	2017	Care Credit PO Box 276 Mailcode OH 3-425 Dayton, OH 45401-0276	xx: Att PC	omenity Bank/Victoria Secret exxxxxxxxxx6086 en: Bankruptcy Dept D Box 182125 olumbus, OH 45318
Capio Pari xxxx0245 ATTN: Bai		Chase Auto Finance xxxxxxxx7232 National Bankruptcy Dept	XX	onn's HomePlus xxx1131 n: Bankruptcy

201 N Central Ave MS AZ1-1191

Phoenix, AZ 85004

PO Box 2358

Beaumont, TX 77704

PO Box 3498

Sherman, TX 75091

IN RE: Erika Antoinette Kennedy	btor CAS	CASE NO. <b>18-45078-13</b>					
	CHAF Debtor	PTER 13					
CERTIFICATE OF SERVICE							
(Continuation Sheet #1)							
Conn's HomePlus	Freedom Mortgage Corporation	MOHELA/Debt of Ed					
xxxxx1130	xxxxxx2355	xxxxxxxxxxxxx0001					
Attn: Bankruptcy	Attn: Bankruptcy	Attn: Bankruptcy					
PO Box 2358	PO Box 50428	633 Spirit Dr					
Beaumont, TX 77704	Indianapolis, IN 46250	Chesterfield, MO 63005					
Crescent Bank & Trust, Inc.	Global Mex Trading LLC	Nelnet Loans					
xxxxx2699	11520 N Central Expressway Ste 221	xxxxxxxxxxx7874					
Attn: Bankruptcy	Dallas, TX 75243	Attn: Claims					
PO Box 61813	•	PO Box 82505					
New Orleans, LA 70161		Lincoln, NE 68501					
Dept of Ed/Aspire Resourses Inc	IRS	Nelnet Loans					
xxxxxxxxxxxx0001	Centralized Insolvency Operations	xxxxxxxxxxx7974					
Attn: Bankruptcy	PO Box 7346	Attn: Claims					
PO Box 659705	Philadelphia, PA 19101-7346	PO Box 82505					
West Des Moines, IA 50265		Lincoln, NE 68501					
Erika Antoinette Kennedy	IRS- Special Procedures Staff	Nelnet Loans					
3104 Bloomfield Court	Bankruptcy: Mail Code 502DAL	xxxxxxxxxxx8074					
Plano, TX 75093	1100 Commerce Street RM 9a20	Attn: Claims					
	Dallas, TX 75242	PO Box 82505					
		Lincoln, NE 68501					
FHA Single Family Loan Mtg -	Ksa Servicing	Nelnet Loans					
US Dept of Housing & Urban HUD	xxxxxxxxxx0401	xxxxxxxxxxx8174					
801 Cherry St Unit 45	Attn: Bankruptcy Dept	Attn: Claims					
Fort Worth, TX 76102-6882	PO Box 90759	PO Box 82505					
	Raleigh, NC 27675	Lincoln, NE 68501					
Fingerhut	Marcus Sallis	NTTA					
xxxxxxxxxxx9076	711 Colten James Lane	Violation Processing Center					
Attn: Bankruptcy	Dallas, TX 75204	PO Box 260928					
PO Box 1250		Plano, TX 75026-0928					
Saint Cloud, MN 56395							
First Premier Bank	MOHELA/Debt of Ed	Pam Bassel					
xxxxxxxxxxx7546	xxxxxxxxxxxxx0002	7001 Blvd. 26					
Attn: Bankruptcy	Attn: Bankruptcy	North Richland Hills, TX 76180					

633 Spirit Dr

Chesterfield, MO 63005

PO Box 5524

Sioux Falls, SD 57117

CERTIFICATE OF SERVICE (Continuation Sheet #2)	CHAPTER '	13
CERTIFICATE OF SERVICE	CHAPTER '	13
xxxxxxxxxx2375 :n: Bankruptcy Dept D Box 965061	Regi One 701	erans Adm. Dept of Veteran's Affairs ional Office Finance Sec. (24) Veterans Plaza Clay Avenue co, TX 76799-0001
xxxxxxxxxx4652 :n: Bankruptcy Dept ) Box 965060	PO I	oria Secret Box 659728 Antonio, Texas 78265-9728
x1868 4 Billings St ite 120		
x6064 4 Billings St ite 120		
xxxxxxxxx1174 :n: Bankruptcy ) Box 16448		
Corporate Circle		
	continuation Sheet #2)  Inchrony Bank/Care Credit Inchrony Bankruptcy Dept Inchrony Bankruptcy Dept Inchrony Bank/TJX Inchrony Bankruptcy Dept Inchrony Bankruptcy Dept Inchrony Bankruptcy Inchrony Bank/TJX Inchrony Bank/TJX Inchrony Bank/TJX Inchrony Bank/TJX Inchrony Bankruptcy	Inchrony Bank/Care Credit Inchrony Bank/Care Credit Inchrony Bankruptcy Dept Inchrony Bankruptcy Dept Inchrony Bank/TJX

Usaa Federal Savings Bank

10750 McDermott Freeway San Antonio, TX 78288

xxxxxxxxxxxx8330

Attn: Bankruptcy

Stephanie Mullinax 1400 FM 424 #124

Crossroads, TX 76227

IN RE: Erika Antoinette Kennedy 18-45078-13 CASE NO.

> CHAPTER 13

> > Dept of Ed/Aspire Resourses Inc

West Des Moines, IA 50265

Attn: Bankruptcy

PO Box 659705

#### **Certificate of Service**

I, the undersigned hereby certify that a copy of the foregoing Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, & Deadlines was served upon the following parties of interest via 1st class mail.

Date:\_\_\_ 1/11/2019 /s/ Richard Weaver **Richard Weaver** Attorney for the Debtor(s) 3439 Mcfarlin Units LLC Capital One Comenity Bank/Victoria Secret Attn: Bankruptcy Attn: Bankruptcy Dept 920 E Park Blvd #210 PO Box 30285 PO Box 182125 Plano, TX 75074 Salt Lake City, UT 84130 Columbus, OH 45318 Care Credit Conn's HomePlus Attorney General of Texas Bankruptcy Section PO Box 276 Attn: Bankruptcy 400 S Zang Blvd Ste 500 Mailcode OH 3-425 PO Box 2358 Dallas, TX 75208-6640 Dayton, OH 45401-0276 Beaumont, TX 77704 Attorney General/Child Support Division Conn's HomePlus Chase Auto Finance Attn: Bankruptcy National Bankruptcy Dept Attn: Bankruptcy PO Box 12017 201 N Central Ave MS AZ1-1191 PO Box 2358 Phoenix, AZ 85004 Austin, TX 78711 Beaumont, TX 77704 Capio Partners Llc Citibank/Shell Oil Crescent Bank & Trust, Inc. ATTN: Bankruptcy Centralized Bankruptcy Attn: Bankruptcy PO Box 3498 PO Box 790034 PO Box 61813 Sherman, TX 75091 St Louis, MO 63179 New Orleans, LA 70161 Codilis & Stawlarski PC

650 N. Sam Houston Pkwy. East Ste

450

Houston, TX 77060

Capital One

Attn: Bankruptcy

Salt Lake City, UT 84130

PO Box 30285

IN RE: Erika Antoinette Kennedy 18-45078-13 CASE NO.

> CHAPTER 13

#### **Certificate of Service**

(Continuation Sheet #1)

FHA Single Family Loan Mtg -IRS **Nelnet Loans** US Dept of Housing & Urban HUD Centralized Insolvency Operations Attn: Claims 801 Cherry St Unit 45 PO Box 7346 PO Box 82505 Fort Worth, TX 76102-6882 Philadelphia, PA 19101-7346 Lincoln, NE 68501 Fingerhut IRS- Special Procedures Staff Nelnet Loans Bankruptcy: Mail Code 502DAL Attn: Bankruptcy Attn: Claims PO Box 1250 1100 Commerce Street RM 9a20 PO Box 82505 Saint Cloud, MN 56395 Dallas, TX 75242 Lincoln, NE 68501 First Premier Bank Ksa Servicing **Nelnet Loans** Attn: Bankruptcy Dept Attn: Bankruptcy Attn: Claims PO Box 5524 PO Box 90759 PO Box 82505 Sioux Falls, SD 57117 Raleigh, NC 27675 Lincoln, NE 68501 Freedom Mortgage Corporation Marcus Sallis NTTA Attn: Bankruptcy 711 Colten James Lane Violation Processing Center PO Box 50428 Dallas, TX 75204 PO Box 260928 Plano, TX 75026-0928 Indianapolis, IN 46250 Freedom Mortgage Corporation MOHELA/Debt of Ed Pam Bassel Attn: Bankruptcy 7001 Blvd. 26 Attn: Bankruptcy

PO Box 50428 Indianapolis, IN 46250 633 Spirit Dr Chesterfield, MO 63005 North Richland Hills, TX 76180

Freedom Mortgage Corporation Attn: Bankruptcy PO Box 50428 Indianapolis, IN 46250

Attn: Bankruptcy 633 Spirit Dr Chesterfield, MO 63005

MOHELA/Debt of Ed

Preston Village HOA 1800 Preston Park Blvd Ste 101 Plano, TX 75093

Global Mex Trading LLC 11520 N Central Expressway Ste 221 Dallas, TX 75243

Nelnet Loans Attn: Claims PO Box 82505 Lincoln, NE 68501 **Progressive Leasing** 256 West Data Drive Draper, UT 84020

IN RE: Erika Antoinette Kennedy CASE NO. 18-45078-13

CHAPTER 13

#### **Certificate of Service**

(Continuation Sheet #2)

Resource One Credit Union

7518 Ferguson Rd

Attn: Bankruptcy Dept/ Sidney Burkins

Dallas, TX 75228

Synchrony Bank/TJX Attn: Bankruptcy Dept PO Box 965060

Orlando, FL 32896

Victoria Secret PO Box 659728

San Antonio, Texas 78265-9728

Richard M. Weaver & Associates

5601 Airport Freeway Fort Worth, TX 76117 United Revenue Corp 204 Billings St

Suite 120

Arlington, TX 76010

Shelia Page

920 E Park Blvd #210 Plano, TX 75074 United Revenue Corp

204 Billings St Suite 120

Arlington, TX 76010

Snap Finance

1760 W 2100 S#26561 Salt Lake City, UT 84199 US Dept of Education

Attn: Bankruptcy PO Box 16448

Saint Paul, MN 55116

SNAP RTO LLC PO Box 26561

Salt Lake City, UT 84126

US Dept. of Hud - Title 1 52 Corporate Circle

Albany, NY 12203-5121

Stephanie Mullinax 1400 FM 424 #124

Crossroads, TX 76227

Usaa Federal Savings Bank

Attn: Bankruptcy

10750 McDermott Freeway San Antonio, TX 78288

Synchrony Bank/Care Credit Attn: Bankruptcy Dept

PO Box 965061 Orlando, FL 32896 Veterans Adm. Dept of Veteran's Affairs

Regional Office Finance Sec. (24) One Veterans Plaza

701 Clay Avenue Waco, TX 76799-0001